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9

10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA, SAN JOSE DIVISION
12

13 IN RE: HIGH-TECH EMPLOYEE
14 ANTITRUST LITIGATION

Master Docket No. 11-CV-2509-LHK

15 THIS DOCUMENT RELATES TO:
16 ALL ACTIONS
17

**DEFENDANT ADOBE SYSTEMS
INC.'S RESPONSE TO PLAINTIFFS'
FIRST SET OF INTERROGATORIES
RE: IDENTIFICATION OF
WITNESSES**

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Pursuant to Federal Rules of Civil Procedure 33, defendant Adobe Systems Inc. (“Adobe”) hereby responds and objects to Plaintiffs’ First Set of Interrogatories re: Identification of Witnesses.

INITIAL STATEMENT

Adobe’s responses and objections to Plaintiffs’ First Set of Interrogatories re: Identification of Witnesses are based on Adobe’s current information after a reasonably diligent search. These responses and objections are subject to change based on additional information that may come to light as a result of discovery and further investigation. Adobe expressly reserves the right to supplement, amend, or correct any or all of the responses.

GENERAL OBJECTIONS

Adobe asserts the following General Objections. Each individual response is subject to, and is limited in accordance with, the following General Objections.

1. Adobe objects to the “Definitions,” “Instructions,” and each Interrogatory to the extent that they seek to impose obligations beyond those imposed by the Federal Rules of Civil Procedure, Local Rules of this Court, or any order entered by the Court in this action.

2. Adobe objects to each Interrogatory to the extent that it calls for information protected by the attorney-client privilege, the attorney work product doctrine, the joint defense privilege, the common interest doctrine, or any other applicable privilege or doctrine. No such information will be produced, and any inadvertent production shall not be deemed a waiver of any privilege or protection. Adobe will refer to this objection as the “Privilege Objection.”

3. Adobe objects to this discovery to the extent it requests information that qualifies for protection under Federal Rule of Civil Procedure 26(c), including without limitation trade secrets, proprietary information, other confidential commercial information or sensitive information or information the disclosure of which is prohibited by federal or state law, rule or regulation. This objection will hereafter be referred to as the “Confidential Information Objection.”

4. Adobe objects to this discovery to the extent that the terms used are so amorphous and overbroad that they either make the request if literally read so overbroad and burdensome as

1 to be unreasonable and beyond the bounds of relevance and/or make it difficult for Adobe to
2 ascertain, with specificity sufficient to allow Adobe to conduct a search, what information
3 Plaintiffs are seeking. This objection will hereafter be referred to as the “Vague and Ambiguous
4 Objection.”

5 5. Adobe objects to this discovery to the extent the scope of the Interrogatory is
6 overbroad and burdensome. This occurs when the discovery seeks information that is not
7 reasonably calculated to lead to the discovery of admissible evidence or where the burden of
8 producing the requested information far outweighs their relevance to the claims or defenses or the
9 benefit to Plaintiffs. This objection will hereafter be referred to as the “Burden Objection.”

10 6. Adobe objects to the extent that this discovery violates the applicable procedural
11 statutes or rules to the extent that it is compound, conjunctive or disjunctive, resulting in
12 Plaintiffs’ disguising the true amount of discovery they are taking and makes the call of the
13 interrogatory impossible to ascertain. Adobe will treat each subpart as a separately propounded
14 interrogatory. This objection will hereafter be referred to as the “Compound Objection.”

15 7. By responding to an Interrogatory with a defined term, Adobe is not by
16 implication agreeing with any such definition.

17 8. Adobe objects to the definition of “agreement” as argumentative, misleading,
18 vague and ambiguous, assuming facts not in evidence, and to the extent it purports to reach a
19 legal conclusion.

20 9. Adobe interprets “cold-calling” and “cold-call” to mean communicating directly in
21 any manner (including, without limitation, orally, in writing, telephonically, or electronically)
22 with a potential employee who has not applied for a job or otherwise initiated contact with the
23 entity making the cold-call.

24 10. Adobe objects to the definition of “co-conspirators” as argumentative, assuming
25 facts not in evidence, and to the extent that it purports to reach a legal conclusion regarding the
26 defendants.

27 11. Adobe objects to the use of term “competitor” in Interrogatory Nos. 5, 7 and 8 as
28 undefined, vague, ambiguous, overbroad, unduly burdensome, misleading and seeking

1 information that is neither relevant nor reasonably calculated to lead to the discovery of
2 admissible evidence. In light of the use of the defined term “agreements” and without regard to
3 whether Adobe competed with any defendant, Adobe interprets “competitors” to refer to the
4 defendants in this case.

5 12. Adobe objects to the definition of the terms “you,” “your,” and “your company” in
6 paragraph 14 as overbroad, unduly burdensome, seeking information that is neither relevant nor
7 reasonably calculated to lead to the discovery of admissible evidence, and seeking information
8 not in the possession, custody or control of Adobe. Adobe further objects to the extent it purports
9 to impose a duty on Adobe to obtain information in the possession, custody or control of others,
10 including third-party entities. Adobe interprets “you,” “your,” and “your company” to refer to
11 Adobe Systems Inc.

12 13. Adobe objects to each interrogatory to the extent it calls for disclosure of
13 information or materials already available to Plaintiffs or Plaintiffs’ counsel.

14 14. Adobe objects to each interrogatory to the extent it seeks identification of “all”
15 persons or employees as overbroad, unduly burdensome, seeking information that is neither
16 relevant nor reasonably calculated to lead to the discovery of admissible evidence, and seeking
17 information not in the possession, custody or control of Adobe. Adobe further objects to the
18 extent it purports to impose a duty on Adobe to obtain information in the possession, custody or
19 control of others, including third-party entities or to the extent that answering fully would require
20 Adobe to interview each of its past and current employees.

21 15. Adobe objects to Instruction No. 1 as being compound, overbroad, unduly
22 burdensome, requesting information not in the possession of Adobe and as seeking to impose
23 obligations beyond those established by the Federal Rules of Civil Procedure, Local Rules of this
24 Court or any order entered by the Court in this action. For example, Adobe is under no obligation
25 to determine whether employees, agents or executives have agreed to accept service through
26 counsel. Adobe remains open to meet and confer with plaintiffs about service issues. Adobe
27 further objects to the phrase “the years about which the person has the knowledge identified by
28 the interrogatory” as vague, ambiguous, and unduly burdensome. Adobe will provide the

1 person's name, job title from January 1, 2004 to the present, state of residence, and, for former
2 employees, last known address.

3 16. Adobe objects to Instructions 3 and 5 to the extent seeking to impose obligations
4 beyond those established by the Federal Rules of Civil Procedure, Local Rules of this Court or
5 any order entered by the Court in this action.

6 17. Adobe objects to the relevant time period identified in Instruction Nos. 1 and 4 as
7 overbroad and unduly burdensome. For the purposes of Adobe's responses, the relevant time
8 period will be January 1, 2004 through March 13, 2009, the date Adobe received a Civil
9 Investigative Demand regarding recruiting practices.

10 18. No admission of any kind is to be implied or inferred from these responses. The
11 fact that Adobe has responded to any Interrogatory is not an admission or concession of the
12 existence of any facts set forth or assumed by such Interrogatory or that the response constitutes
13 evidence of any fact set forth or assumed.

14 **SPECIFIC RESPONSES AND OBJECTIONS TO REQUESTS**

15 **INTERROGATORY NO. 1:**

16 In order of corporate seniority, identify your employees who participated in decisions
17 regarding agreements or discussions about agreements.

18 **RESPONSE TO INTERROGATORY NO. 1:**

19 Adobe asserts the Vague and Ambiguous, Privilege, Burden, and Compound Objections.
20 Adobe also objects to the terms "participated," "decisions," "agreements," and "discussions about
21 agreements" as vague, ambiguous, overbroad, and unduly burdensome. Adobe further objects to
22 the extent the interrogatory assumes that there was an agreement between Adobe and any other
23 defendant other than Apple. Adobe objects to the phrase "in order of corporate seniority" on the
24 ground that it is undefined and may change over time.

25 Subject to and without waiving these objections and the General Objections, Adobe
26 responds that the following employees participated in the decision to enter, or discussions in
27 connection with entering, the non-solicit agreement with Apple:
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Name	Last Known State of Residence	Job Titles (Years)	Last Known Address
Chizen, Bruce*	CA	CEO – Corporate (12/16/2000-11/30/2007) Strategic Advisor to the CEO (12/1/2007-11/29/2008)	644 San Martin Place Los Altos, CA 94024
Narayan, Shantanu	CA	EVP, WW Products (3/1/2001-1/13/2005) President and Chief Operating Officer (1/14/2005-11/30/2007) CEO – Corporate (12/1/2007-Present)	

* Former employee

INTERROGATORY NO. 2:

Of the persons identified in response to Interrogatory No. 1, identify all persons who have substantial knowledge of corporate decisions regarding agreements or discussions about agreements.

RESPONSE TO INTERROGATORY NO. 2:

Adobe asserts the Vague and Ambiguous, Burden, Privilege, and Compound Objections. Adobe objects to the phrase “substantial knowledge of corporate decisions regarding agreements or discussions about agreements” as vague and ambiguous. Adobe interprets the interrogatory to request the identity of employees who have substantial knowledge about the reasons Adobe entered the non-solicit with Apple and about discussions in connection with entering the agreement. Adobe further objects to the extent that Interrogatory No. 2 assumes that there was an agreement between Adobe and any other defendant other than Apple. Adobe objects to the phrase “in order of corporate seniority” on the ground that it is undefined and may change over time.

Subject to and without waiving these objections and the General Objections, Adobe responds as follows: See Response To Interrogatory No. 1.

INTERROGATORY NO. 3:

In order of corporate seniority, identify all your employees not identified in response to Interrogatories Nos. 1 and 2 who have known about agreements or discussions about agreements.

RESPONSE TO INTERROGATORY NO. 3:

Adobe asserts the Burden, Vague and Ambiguous, Burden, Compound, and Privilege Objections. Adobe objects to the term “agreements” and “discussions about agreements” as vague and ambiguous. Adobe objects to the term “known” as unduly burdensome to the extent that answering it fully would require Adobe to interview each of its past and current employees about knowledge about the non-solicit agreement with Apple or about discussions about such agreements. Adobe further objects to the extent that Interrogatory No. 3 assumes that there was an agreement between Adobe and any other defendant other than Apple. Adobe objects to the phrase “in order of corporate seniority” on the ground that it is undefined and may change over time.

Subject to and without waiving these objections and the General Objections, Adobe responds that as of the date of this response, Adobe has identified the following employees who had knowledge about the non-solicit agreement with Apple:

Name	Last Known State of Residence	Job Titles (Years)	Last Known Address
Alvarez, Yuliya	CA	Tech Intern BS (3/15/2004-12/5/2004) Employment Rep 1 (12/6/2004-3/31/2005) Human Resources Asst 4 (4/1/2005-2/3/2006) Human Resources Rep 2 (2/4/2006-5/31/2008) Human Resources Rep 3 (6/1/2008-Present)	
Barnes, Brenda*	CA	Agency Temp (US-Exempt) (5/19/2003-11/14/2004) Staff Employment Rep 5 (11/15/2004-3/31/2005)	7826 Georgian Oaks Dublin, CA 94568

Name	Last Known State of Residence	Job Titles (Years)	Last Known Address
		Human Resources Rep 5 (4/1/2005-4/2/2005)	
Brennan, John*	CA	Sr Business Development Executive (7/12/2004-1/31/2008) Sr VP, Corporate Development (2/1/2008-2/27/2008)	2811 Russell Street Berkeley, CA 94705
Bruce, Martin*	CA	Financial Analyst 3 (3/6/2006-5/31/2007) Financial Analyst 4 (6/1/2007-1/13/2010)	2693 Doyle Court Tracy, CA 95377
Burkett, David	CA	Sr Dir, Prod Mgmt 7 (2/1/2003-12/2/2005) VP, Marketing (12/3/2005-9/29/2008) VP & GM (9/30/2008-Present)	
Collins, Heidi	CA	Employment Rep 3 (2/1/2003-3/31/2005) Human Resources Rep 3 (4/1/2005-5/31/2005) Human Resources Rep 4 (6/1/2005-8/15/2006) Human Resources Rep 5 (8/16/2006-Present)	
Cottle, Karen	CA	Sr VP and General Counsel (2/28/2002-Present)	
Dancel, Grace	CA	Human Resources Asst 4 (9/20/2004-Present)	
Dawson, Barbara	CA	Staff Employment Rep 5 (12/17/2001-3/31/2005) Human Resources Rep 5 (4/1/2005-6/1/2005) Mgr, Human Resources 4 (6/2/2005-1/31/2010) Human Resources Rep 4 (2/1/10-2/1/10) Mgr, Human Resources 2	

Name	Last Known State of Residence	Job Titles (Years)	Last Known Address
		(2/2/2010-2/7/10) Human Resources Rep 5 (2/8/2010-Present)	
Demo, Murray*	CA	Sr VP and CFO (6/1/2000-12/2/06)	1456 Club View Terrace Los Altos, CA 94024
Driscoll, Matthew*	CA	Mgr, Employment 4 (12/1/2000-3/31/2005) Mgr, Human Resources 4 (4/1/2005-10/22/2005)	18581 McCoy Avenue Saratoga, CA 95070
Dyrdahl, Melissa*	CA	Sr VP, Corporate Marketing (6/2/2002-12/2/2006)	465 Mundell Way Los Altos, CA 94022
Elop, Steven*	CA	President and Chief Operating Officer (12/3/2005-12/6/2006)	12590 Miraloma Way Los Altos, CA 94024
Erickson, Cheryl*	CA	Staff Employment Rep 5 (8/30/2002-3/31/2005) Human Resources Rep 5 (4/1/2005-5/31/2006) Mgr, Human Resources 4 (6/1/2006-5/31/2008) Human Resources Rep 5 (6/1/2008-2/5/2011)	111 Durazno Way Portola Valley, CA 94028
Esparza, Mili	CA	Human Resources Asst 4 (5/30/2000-5/31/2003) Employment Rep 1 (6/1/2003-1/31/2005) Employment Rep 2 (2/1/2005-3/31/2005) Human Resources Rep 2 (4/1/2005-12/2/2005) Mgr, Human Resources 2 (12/3/2005-11/27/2007) Human Resources Rep 4 (11/28/2007-Present)	
Gupta, Naresh	CA	Sr Dir, Software Dev 7 (5/1/2002-6/1/2003) VP, Engineering (6/2/2003-3/22/2005)	

Name	Last Known State of Residence	Job Titles (Years)	Last Known Address
		Sr VP, Print and Publishing Business Unit (3/23/05-Present)	
Haynes, Philip*	NC	Staff Employment Rep 5 (7/12/2004-11/30/2004) Mgr, Employment 4 (12/1/2004-3/31/2005) Mgr, Human Resources 4 (4/1/2005-7/31/2005) Human Resources Rep 5 (8/1/2005-8/10/2005) Mgr, Human Resources 4 (8/11/2005-8/11/2005)	3232 Fairforest Drive Matthews, NC 28104
Hoffman, Kim	CA	Mgr, Human Resources 4 (4/10/2006-9/30/2008) Mgr, Human Resources 5 (10/1/2008-Present)	
Hollowell, Christie*	CA	Human Resources Rep 2 (12/16/2000-5/31/2005) Human Resources Rep 3 (6/1/2005-8/21/2008)	11925 Skyline Blvd Oakland, CA 94619
Horner, Digby	CA	VP, Engineering (6/1/2000-3/22/2005) Sr VP, Engineering Technologies Group (3/23/2005-Present)	
Kessler, Natalie	CA	Human Resources Asst 4 (4/5/2006-6/15/2007) Human Resources Rep 3 (6/16/2007-5/31/2010) Mgr, Human Resources 2 (6/1/2010-1/31/2012) Mgr, Human Resources 3 (2/1/2012-Present)	
Koon, Ivan*	CA	Sr VP, Intelligent Documents Business Unit (8/17/2002-12/4/2005)	400 Esther Avenue Campbell, CA 95008
Lamkin, Bryan*	CA	Sr VP, Digital Imaging & Video Business Unit (6/1/2002-2/21/2006)	157 Atherton Avenue Atherton, CA 94027
Loke, Iris	Singapore	Agency Temp (US-Exempt)	

Name	Last Known State of Residence	Job Titles (Years)	Last Known Address
		(6/1/2004-12/5/2004) Employment Rep 3 (12/6/2004-3/31/2005) Human Resources Rep 3 (4/1/2005-10/31/2005) Human Resources Rep 4 (11/1/2005-5/31/2006) Mgr, Human Resources 3 (6/1/2006-8/15/2006) Mgr, Human Resources 4 (8/16/2006-12/31/2008) Mgr, Human Resources 5 (1/1/2009-Present)	
Matosian, Tanil*	CA	Mgr, Training 3 (10/16/1998-5/31/2004) Mgr, Training And Dvlpmnt 3 (6/1/2004-3/31/2005) Mgr, Human Resources 3 (4/1/2005-11/4/2007) Sr Program Manager 1 (11/5/2007-1/13/2010)	1557 Harbor Blvd Belmont, CA 94002
Malloy, Thomas	CA	VP, Engineering (6/1/2002-3/31/2004) VP, Chief Software Architect (4/1/2004-3/22/2005) Sr VP, Chief Software Architect (3/23/2005-Present)	
McHargue, Michelle*	CA	Agency Temp (US-NonExempt) (3/1/2004-9/12/2004) Agency Temp (US-Exempt) (9/13/2004-12/5/2004) Employment Rep 3 (12/6/2004-3/31/2005) Human Resources Rep 3 (4/1/2005-10/31/2005)	475 Dolores Dr Milpitas, CA 95035

Name	Last Known State of Residence	Job Titles (Years)	Last Known Address
		Human Resources Rep 4 (11/1/2005-8/15/2006) Human Resources Rep 5 (8/16/2006-6/16/2007)	
Meneses, Anita*	CA	Agency Temp (US-Exempt) (9/2/2003-3/21/2004) Sr Administrative Asst 4 (3/22/2004-2/2/2005) Executive Asst 5 (12/3/2005-2/27/2007) Human Resources Asst 4 (2/28/2007-1/22/2009) Agency Temp (US-NonExempt) (1/23/2009-11/21/2009)	4006 Greenyard Ct San Jose, CA 95121
Mills, Laura*	CA	Mgr, Training And Dvlpmnt 3 (6/1/2000-5/31/2003) Mgr, Training And Dvlpmnt 4 (6/1/2003-3/31/2005) Mgr, Human Resources 4 (4/1/2005-1/13/2010)	1900 University Way San Jose, CA 95126
Morris, Donna	CA	Sr. Dir, Human Resources (7/1/2002-12/2/2005) VP Human Resources (12/3/2005-3/2/2007) Sr VP, Human Resources (3/3/2007-Present)	
Morrisey, Linda*	CA	Mgr, Training And Dvlpmnt 3 (9/4/2001-5/31/2003) Mgr, Training And Dvlpmnt 4 (6/1/2003-3/31/2005) Mgr, Human Resources 4 (4/1/2005-2/4/2009)	109 Dundee Lane San Carlos, CA 94070
Olhava, Stephanie*	CA	Employment Rep 1 (6/1/2001-4/30/2003) Human Resources Rep 2 (5/1/2003-5/31/2005)	444 La Cuesta Drive Scotts Valley, CA 95066

Name	Last Known State of Residence	Job Titles (Years)	Last Known Address
		Human Resources Rep 3 (6/1/2005-9/12/2007)	
Ota, Karen	CA	Mgr, Training And Dvlpmt 2 (3/1/2002-5/31/2003) Non Tech Project Mgr 3 (6/1/2003-2/15/2005) Non Tech Project Mgr 4 (2/16/2005-3/31/2005) Human Resources Rep 4 (4/1/2005-12/2/2005) Mgr, Human Resources 3 (12/3/2005-5/31/2008) Mgr, Human Resources 4 (6/1/2008-8/31/2009) Mgr, Human Resources 5 (9/1/2009-5/31/2011) Dir, Human Resources 6 (6/1/2011-Present)	
Rosemond, Elizabeth*	WA	Human Resources Rep 3 (3/3/2003-12/2/2005)	2319 1 st Avenue, #606 Seattle, WA 98121
Sastri, Suresh	CA	Employment Rep 3 (5/3/2004-3/31/2005) Human Resources Rep 3 (4/1/2005-10/31/2005) Human Resources Rep 4 (11/1/2005-9/15/2006) Human Resources Rep 5 (9/16/2006-Present)	
Sebree, Jeanette*	CA	Agency Temp (US-NonExempt) (5/10/2004-12/12/2004) Human Resources Asst 4 (12/13/2004-12/2/2005) Human Resources Rep 2 (12/3/2005-11/27/2007)	948 Long Barn Drive Lathrop, CA 95330
Shum, Conroy*	CA	Mgr, Budget, Fin Plng 3 (6/30/2003-5/31/2004) Mgr, Budget, Fin Plng 4	5916 Pistoia Way San Jose, CA 95138

Name	Last Known State of Residence	Job Titles (Years)	Last Known Address
		(6/1/2004-12/2/2005) Dir, Budget, Fin Plng 6 (12/3/2005-8/15/2007) Director, Finance (8/16/2007-8/17/2011)	
Smith, Michelle*	CA	Sr Employment Rep 4 (8/9/2004-3/31/2005) Human Resources Rep 4 (4/1/2005-2/28/2006) Mgr, Human Resources 3 (3/1/2006-12/7/2008) Human Resources Rep 5 (12/8/2008-1/13/2010)	2760 Gold Meadow Ct San Jose, CA 95135
Stephens, James*	CA	Sr VP, WW Sales & Field Operations (10/16/2001-12/1/2005)	65 Robleda Drive Atherton, CA 94027
Stinson, Gloria	CA	Sr. Dir, Human Resources (12/1/1999-5/31/2004) VP Human Resources (6/1/2004-Present)	
Townasley, Theresa*	CA	Sr VP, Human Resources (12/1/1999-11/30/2005) VP Human Resources (12/1/2005-5/31/2006) Dir, Human Resources 6 (6/1/2006-2/21/2007)	411 Estrella d'Oro Monterey, CA 93940
Tum, Raymond*	CA	Financial Analyst 4 (1/15/2004-11/15/2005) Mgr, Budget, Fin Plng 3 (11/16/2005-8/15/2007) Manager Finance 3 (8/16/2007-11/30/2007) Manager Finance 4 (12/1/2007-10/16/2010)	12195 Saraglen Drive Saratoga, CA 95070
Valenzuela, Regina*	CA	Agency Temp (US-Exempt) (3/28/2005-12/2/2005) Human Resources Rep 3 (12/3/2005-1/31/2007)	154 N. 11 th Street San Jose, CA 95112

Name	Last Known State of Residence	Job Titles (Years)	Last Known Address
		Human Resources Rep 4 (2/1/2007-2/4/2009)	
Vijungco, Jeff	CA	Staff Employment Rep 5 (1/31/2003-11/30/2004) Mgr, Employment 4 (12/1/2004-3/31/2005) Mgr, Human Resources 4 (4/1/2005-5/31/2005) Mgr, Human Resources 5 (6/1/2005-12/2/2005) Dir, Human Resources 6 (12/3/2005-1/31/2008) Sr. Dir, Human Resources (2/1/2008-8/31/2009) VP Human Resources (9/1/2009-Present)	
Wahdwani, David	CA	VP, Engineering (12/3/2005-3/30/2008) VP & GM (3/31/2008-6/21/2010) SVP, Business Unit (6/22/2010-Present)	

* Former employee

In addition, pursuant to Federal Rule of Civil Procedure 33(d), Adobe directs Plaintiffs to the emails or other documents Adobe has and will produce that identify employees who have knowledge of the non-solicit agreement with Apple.

INTERROGATORY NO. 4:

Of the persons identified in response to Interrogatory No. 3, identify those who have substantial knowledge regarding corporate decisions relating to agreements or discussions about agreements.

RESPONSE TO INTERROGATORY NO. 4:

Adobe asserts the Vague and Ambiguous, Burden, Privilege, and Compound Objections.

Adobe also objects to the terms “substantial knowledge regarding corporate decisions,” “agreements,” and “discussions about agreements” as vague and ambiguous. Adobe interprets the interrogatory to request the identity of employees who have substantial knowledge about the reasons Adobe entered the non-solicit with Apple and about discussions in connection with entering that agreement. Adobe further objects to the extent that Interrogatory No. 4 assumes that there was an agreement between Adobe and any other defendant other than Apple. Adobe objects to the phrase “in order of corporate seniority” on the ground that it is undefined and may change over time.

Subject to and without waiving these objections and the General Objections, Adobe responds that the following employees have substantial knowledge about the reasons Adobe entered the non-solicit with Apple and about discussions in connection with entering that agreement:

Name	Last Known State of Residence	Job Titles (Years)	Last Known Address
Morris, Donna	CA	Sr. Dir, Human Resources (7/1/2002-12/2/2005) VP Human Resources (12/3/2005-3/2/2007) Sr VP, Human Resources (3/3/2007-Present)	
Townsley, Theresa*	CA	Sr VP, Human Resources (12/1/1999-11/30/2005) VP Human Resources (12/1/2005-5/31/2006) Dir, Human Resources 6 (6/1/2006-2/21/2007)	411 Estrella d'Oro Monterey, CA 93940
Vijungco, Jeff	CA	Staff Employment Rep 5 (1/31/2003-11/30/2004) Mgr, Employment 4 (12/1/2004-3/31/2005) Mgr, Human Resources 4 (4/1/2005-5/31/2005) Mgr, Human Resources 5 (6/1/2005-12/2/2005)	

Name	Last Known State of Residence	Job Titles (Years)	Last Known Address
		Dir, Human Resources 6 (12/3/2005-1/31/2008) Sr. Dir, Human Resources (2/1/2008-8/31/2009) VP Human Resources (9/1/2009-Present)	

* Former employee

INTERROGATORY NO. 5:

Identify your executives, employees, or agents who participated in multilateral meetings or communications with competitors in which agreements or discussions about agreements occurred.

RESPONSE TO INTERROGATORY NO. 5:

Adobe asserts the Vague and Ambiguous, Burden, Compound, and Privilege Objections. Adobe objects to the terms “agents,” “participated,” “competitors,” “agreements,” and “discussions about agreements” as vague and ambiguous. Adobe further objects to this interrogatory as argumentative and to the extent that it assumes that Adobe had multilateral meetings or communications. Adobe objects to the extent that Interrogatory No. 5 assumes that there was an agreement between Adobe and any other defendant other than Apple.

Subject to and without waiving these objections and the General Objections, Adobe responds as follows: Adobe is unaware of any executives, employees, or agents responsive to this interrogatory.

INTERROGATORY NO. 6:

Of the persons identified in response to Interrogatory No. 5 above, identify those who have substantial knowledge regarding the substance of the agreements or discussions about agreements.

RESPONSE TO INTERROGATORY NO. 6:

Adobe asserts the Vague and Ambiguous Objection, Burden, Compound, and Privilege

Objections. Adobe also objects to the terms “substantial knowledge,” “substance,” “agreements,” and “discussions about agreements” as vague and ambiguous and interprets it to mean the terms and conditions of the agreements. Adobe objects to the extent that Interrogatory No. 5 assumes that there was an agreement between Adobe and any other defendant other than Apple.

Subject to and without waiving these objections and the General Objections, Adobe responds as follows: Adobe did not list any persons in response to Interrogatory No. 5.

INTERROGATORY NO. 7:

Identify your executives, employees, or agents who participated in bilateral meetings or communications with competitors about agreements.

RESPONSE TO INTERROGATORY NO. 7:

Adobe asserts the Vague and Ambiguous, Burden, Privilege, and Compound Objections. Adobe objects to the terms “agents,” “participated,” “competitors,” and “agreements.” Adobe interprets this Interrogatory to request the identity of executives and employees who participated in bilateral meetings or communications with Apple about entering the non-solicit agreement with Apple. Adobe further objects to this interrogatory to the extent that it assumes that there was an agreement between Adobe and any other defendant other than Apple.

Subject to and without waiving these objections and the General Objections, Adobe responds as follows: The following individuals had bilateral meetings or communications with Apple about the non-solicit agreement with Apple:

Name	Last Known State of Residence	Job Titles (Years)	Last Known Address
Chizen, Bruce*	CA	CEO – Corporate (12/16/2000-11/30/2007) Strategic Advisor to the CEO (12/1/2007-11/29/2008)	644 San Martin Place Los Altos, CA 94024

* Former employee

INTERROGATORY NO. 8:

Of the persons identified in response to Interrogatory No. 7 above, identify those who

1 have substantial knowledge regarding the substance of the bilateral meetings and communications
2 with competitors.

3 **RESPONSE TO INTERROGATORY NO. 8:**

4 Adobe asserts the Vague and Ambiguous, Burden, Compound, and Privilege Objections.
5 Adobe objects to the terms “substantial knowledge,” “substance,” and “competitors” as vague and
6 ambiguous. Adobe interprets this Interrogatory to request the identity of persons listed in
7 response to Interrogatory No. 7 who have substantial knowledge about bilateral meetings and
8 communications with Apple about entering the nonsolicit agreement with Apple. Adobe further
9 objects to this interrogatory as argumentative and to the extent that it assumes that there was an
10 agreement between Adobe and any other defendant other than Apple.

11 Subject to and without waiving these objections and the General Objections, Adobe
12 responds as follows: See response to Interrogatory No. 7.

13 **INTERROGATORY NO. 9:**

14 Identify your employees who were involved in implementing, policing, or enforcing the
15 discussion or agreements, or who have substantial knowledge of the implementation, policing, or
16 enforcement of agreements or discussions.

17 **RESPONSE TO INTERROGATORY NO. 9:**

18 Adobe asserts the Vague and Ambiguous, Burden, Compound and Privilege Objections.
19 Adobe also objects to the terms “implementing,” “implementation,” “policing,” “enforcing,”
20 “enforcement,” “discussion,” and “agreements” as vague and ambiguous, assuming facts not in
21 evidence, and to the extent they purport to reach a legal conclusion. Adobe further objects to this
22 interrogatory to the extent that it assumes that there was an agreement between Adobe and any
23 other defendant other than Apple.

24 Subject to and without waiving these objections and the General Objections, Adobe
25 responds as follows:

Name	Last Known State of Residence	Job Titles (Years)	Last Known Address
Chizen, Bruce*	CA	CEO – Corporate	644 San Martin Place

Name	Last Known State of Residence	Job Titles (Years)	Last Known Address
		(12/16/2000-11/30/2007) Strategic Advisor to the CEO (12/1/2007-11/29/2008)	Los Altos, CA 94024
Morris, Donna	CA	Sr. Dir, Human Resources (7/1/2002-12/2/2005) VP Human Resources (12/3/2005-3/2/2007) Sr VP, Human Resources (3/3/2007-Present)	
Narayan, Shantanu	CA	EVP, WW Products (3/1/2001-1/13/2005) President and Chief Operating Officer (1/14/2005-11/30/2007) CEO – Corporate (12/1/2007-Present)	
Townesley, Theresa*	CA	Sr VP, Human Resources (12/1/1999-11/30/2005) VP Human Resources (12/1/2005-5/31/2006) Dir, Human Resources 6 (6/1/2006-2/21/2007)	411 Estrella d'Oro Monterey, CA 93940
Vijungco, Jeff	CA	Staff Employment Rep 5 (1/31/2003-11/30/2004) Mgr, Employment 4 (12/1/2004-3/31/2005) Mgr, Human Resources 4 (4/1/2005-5/31/2005) Mgr, Human Resources 5 (6/1/2005-12/2/2005) Dir, Human Resources 6 (12/3/2005-1/31/2008) Sr. Dir, Human Resources (2/1/2008-8/31/2009) VP Human Resources (9/1/2009-Present)	

1 * Former employee

2 **INTERROGATORY NO. 10:**

3 Of the persons identified in response to Interrogatory No. 9 above, identify those who
4 have substantial knowledge regarding the implementation, policing, or enforcement of the
5 agreements or discussions.

6 **RESPONSE TO INTERROGATORY NO. 10:**

7 Adobe asserts the Vague and Ambiguous, Burden, Privilege, and Compound Objections.
8 Adobe also objects to the terms “substantial knowledge,” “implementation,” “policing,”
9 “enforcement,” “agreements,” and “discussions” as vague and ambiguous, assuming facts not in
10 evidence, and to the extent they purport to reach a legal conclusion. Adobe further objects to this
11 interrogatory to the extent that it assumes that there was an agreement between Adobe and any
12 other defendant other than Apple.

13 Subject to and without waiving these objections and the General Objections, Adobe
14 responds as follows: See response to Interrogatory No. 9.

15 **INTERROGATORY NO. 11:**

16 Identify your employees who have knowledge of the effect(s) of the agreements on the
17 compensation of your employees, or on the compensation of any Co-Conspirator’s employees.

18 **RESPONSE TO INTERROGATORY NO. 11:**

19 Adobe asserts the Vague and Ambiguous, Burden, Privilege, and Compound Objections.
20 Adobe objects to the terms “effect(s)” and “agreements” as vague and ambiguous. Adobe also
21 objects to the interrogatory as argumentative and to the extent that it assumes that the non-solicit
22 agreement with Apple had an effect on compensation. Adobe further objects to this interrogatory
23 to the extent that it assumes that there was an agreement between Adobe and any other defendant
24 other than Apple. Adobe objects to the extent that this interrogatory seeks expert testimony.

25 Subject to and without waiving these objections and the General Objections, Adobe
26 responds as follows: Adobe is unaware of any employees who have knowledge that the non-
27 solicit agreement between Adobe and Apple had an effect on compensation.
28

INTERROGATORY NO. 12:

Of those persons identified in response to Interrogatory No. 11 above, identify those employees having substantial knowledge of the effect(s) of the agreements or discussions about agreements on the compensation of your employees, or on the compensation of any Co-Conspirator's employees.

RESPONSE TO INTERROGATORY NO. 12:

Adobe asserts the Vague and Ambiguous, Burden, Privilege, and Compound Objections. Adobe objects to the terms "substantial knowledge," "effect(s)," "agreements," and "discussions about agreements" as vague and ambiguous. Adobe also objects to the interrogatory as argumentative and to the extent that it assumes that the non-solicit agreement with Apple had an effect on compensation. Adobe further objects to this interrogatory to the extent that it assumes that there was an agreement between Adobe and any other defendant other than Apple. Adobe objects to the extent that this interrogatory seeks expert testimony.

Subject to and without waiving these objections and the General Objections, Adobe responds as follows: Adobe did not list any employees in response to Interrogatory No. 11.

INTERROGATORY NO. 13:

In order of corporate seniority, identify your employees who participated in discussions with any antitrust regulatory authority regarding agreements or discussions about agreements.

RESPONSE TO INTERROGATORY NO. 13:

Adobe asserts the Vague and Ambiguous, Burden, Privilege and Compound Objections. Adobe objects to the terms "agreements" and "discussions about agreements" as vague and ambiguous. Adobe further objects to the extent the interrogatory assumes that there was an agreement between Adobe and any other defendant other than Apple. Adobe objects to the phrase "in order of corporate seniority" on the ground that it is undefined and may change over time.

Subject to and without waiving these objections and the General Objections, Adobe responds as follows:

Name	Last Known State of Residence	Job Titles (Years)	Last Known Address
Cottle, Karen	CA	Sr VP and General Counsel (2/28/2002-Present)	

INTERROGATORY NO. 14:

Of the persons identified in response to Interrogatory No. 13 above, identify all persons who have substantial knowledge of discussions with any antitrust regulatory authority regarding agreements or discussions about agreements.

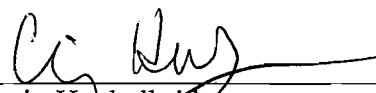
RESPONSE TO INTERROGATORY NO. 14:

Adobe asserts the Vague and Ambiguous and Compound Objections. Adobe objects to the terms "substantial knowledge," "agreements," and "discussions about agreements" as vague and ambiguous. Adobe further objects to the extent the interrogatory assumes that there was an agreement between Adobe and any other defendant other than Apple. Adobe objects to the phrase "in order of corporate seniority" on the ground that it is undefined and may change over time.

Subject to and without waiving these objections and the General Objections, Adobe responds as follows: See response to Interrogatory No. 13.

Dated: March 12, 2012

JONES DAY

By: 
Craig Huckelbridge

Attorneys for Adobe Inc.

PROOF OF SERVICE

I, Lillian Wong, declare:

I am a citizen of the United States and employed in San Francisco County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 555 California Street, 26th Floor, San Francisco, California 94104. On March 12, 2012, I served a copy of the within document(s):

DEFENDANT ADOBE SYSTEMS INC.'S RESPONSE TO PLAINTIFFS' FIRST SET OF INTERROGATORIES RE: IDENTIFICATION OF WITNESSES


- ☐ by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m.
- ☒ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at San Francisco, California addressed as set forth below.
- ☐ by placing the document(s) listed above in a sealed envelope and affixing a pre-paid air bill, and causing the envelope to be delivered to a agent for delivery.
- ☐ by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.
- ☒ by transmitting via e-mail or electronic transmission the document(s) listed above to the person(s) at the e-mail address(es) set forth below.

SEE ATTACHED SERVICE LIST

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on March 12, 2012, at San Francisco, California.



Lillian Wong

SERVICE LIST

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